

# **TEXAS NORTHEASTERN RAILROAD**

A RailAmerica Company



## **Freight Tariff TNER 8000-A**

### **NAMING SWITCHING AND ACCESSORIAL CHARGES AT LOCATIONS ON THE TEXAS NORTHEASTERN RAILROAD**

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THIS TARIFF APPLIES ON INTRASTATE TRAFFIC IN THE STATE OF  
TEXAS

NOTICE  
THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY  
OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION

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FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

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ISSUED: FEBRUARY 25, 2008

EFFECTIVE: APRIL 1, 2008

ISSUED BY:  
TEXAS NORTHEASTERN RAILROAD  
403 INTERNATIONAL PARKWAY, SUITE 500  
RICHARDSON, TEXAS 75081

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**METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF**

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:

- A** Increase
- C** Change resulting in neither an increase nor a decrease
- R** Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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<b>GENERAL RULES AND REGULATIONS</b>	
<b>ITEM</b>	<b>APPLICATION</b>
5	<p><b>DESCRIPTION OF GOVERNING CLASSIFICATION</b></p> <p>This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the national Railroad Freight Committee, Agent, supplements thereto or reissues thereof.</p>
10	<p><b>STATION LIST AND CONDITIONS</b></p> <p>This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below:</p> <p style="text-align: center;"><b>PREPAY REQUIREMENTS AND STATION CONDITIONS</b></p> <p>For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, is inapplicable on and after that date.</p> <p style="text-align: center;"><b>GEOGRAPHICAL LIST OF STATIONS</b></p> <p>For geographical locations of stations referred to in this tariff by station number.</p> <p style="text-align: center;"><b>STATION NUMBERS</b></p> <p>For the identification of stations when stations are shown or referred to by numbers in this tariff.</p>
15	<p><b>EXPLOSIVES, DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series.</p>
20	<p><b>REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES</b></p> <p>Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules</p>
30	Intentional left blank
40	<p><b>CONSECUTIVE NUMBERS</b></p> <p>Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both the numbers shown.</p>
45	<p><b>CAPACITIES AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register, RER 6413 series.</p> <p><b>Maximum</b> Gross weight on rail on Texas Northeastern Railroad WITHOUT CLEARANCE is 263,000</p>
60	<p><b>NATIONAL SERVICE ORDER TARIFF</b></p> <p>This tariff is subject to the provisions of the various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff STB NSO 6100 series.</p>

<b>GENERAL RULES AND REGULATIONS</b>	
<b>ITEM</b>	<b>APPLICATION</b>
70	<p><b>MILEAGE CHARGES ON PRIVATELY OWNED CARS</b></p> <p>TNER will not pay mileage charges on privately owned car when moving to, from or via stations on the TNER</p>
75	<p><b>DEMURRAGE</b></p> <p>Cars handled under the provisions of this tariff will also be subject to the demurrage provisions of DGNO 6001 Series.</p>
80	<p><b>CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES</b></p> <p>Switching charges shown in this tariff apply to the physical locations or plant sites and are not affected by name changes or ownership changes of the occupants or property.</p>
90	<p><b>PAYMENT AND CREDIT TERMS</b></p> <p>All charges under this tariff must be prepaid, unless satisfactory arrangements with TNER have been made prior to performance of service. Charges for services rendered under terms of this tariff will accrue against the customer located on the TNER, unless arrangements to the contrary have been made with TNER prior to performance of service</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance or highest rate allowed by law.</p>
130	<p><b>RECEIPT AND DELIVERY OF CARS OR FREIGHT ON, TO, OR FROM PRIVATE AND INDUSTRIAL TRACKS</b></p> <ol style="list-style-type: none"> <li>1. This tariff will be subject to the rules and charges governing receipt and delivery of freight on, to, or from private and industrial tracks as published in Tariff RPS-6804 series.</li> <li>2. The tariff does not grant the use of private sidings or facilities to parties other than the owners thereof, unless the privilege of use is granted to others by the owners, without cost to TNER.</li> </ol>
200	<p><b>HOURS OF SERVICE AND PERFORMANCE</b></p> <ol style="list-style-type: none"> <li>1. Hours of service and performance are subject to change based upon Texas Northeastern Railroad scheduled operation and switching. The following accessorial charges will be applied to services rendered outside of the prescribed scheduled operating and switching times or on designated holidays when service is not provided.</li> <li>2. Services required to be performed on days or at hours other than those set forth in No. 1 above will not be deemed to fall within the term "normal operation periods", or "workdays". Such days or hours will be deemed to fall within the term "Special Movements" and rates in accordance with Section 2, item 400 will apply.</li> </ol>

<b>GENERAL RULES AND REGULATIONS</b>	
<b>ITEM</b>	<b>APPLICATION</b>
205	<p><b>HOLIDAYS</b></p> <p>TNER holidays are defined, for purposes of this tariff, as: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day and Christmas Day.</p>
<b>SECTION 1 – SWITCHING</b>	
<b>ITEM</b>	<b>APPLICATION</b>
300	<p><b>DEFINITION OF TERMS</b></p> <p>Industrial Tracks - A track serving a particular industry, whether located upon property owned by TNER or upon property owned or leased by the industry.</p> <p>Intermediate Switching – A switching movement between interchange tracks of one carrier to interchange tracks of another carrier within the switching limits of the same station.</p> <p>Intra-Plant Switch - A switching movement from one location to another location within the confines of an industry.</p> <p>Intra-Terminal Switch - A switching movement (other than intra-plant) from one location to another location within the switching limits of one station or industrial switching district of the same railroad.</p> <p>Inter-Terminal Switch - A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or switching district. Switching charges of connections will be in addition to those published herein for account of TNER.</p> <p>Reciprocal Switching – An arrangement between TNER and a connecting railroad serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. TNER will perform reciprocal switching only to or from TNER customers specifically listed in this tariff.</p> <p>Team Track - A track or tracks assigned by TNER for use by the general public.</p> <p>Unabsorbed Switch Charge- Applies in addition to the line-haul transportation charge or charges of a connecting carrier published in tariffs or other instruments of that carrier when moving to or from the specified TNER station via a junction with that connecting carrier.</p>
310	<p><b>HANDLING OF EMPTY CARS</b></p> <p>Except for Reciprocal Switching and as otherwise provided herein, switching charges published herein will apply on empty cars.</p>
320 (A)	<p><b>INTRA-PLANT SWITCH</b></p> <p style="text-align: center;">The charge for an Intra-Plant Switch will be \$125 per car.</p>

<b>SECTION 1 - SWITCHING</b>				
<b>ITEM</b>	<b>APPLICATION</b>			
330	<b>INTRA-TERMINAL SWITCH</b> The charge for an Intra-Terminal Switch will be \$225 per car.			
340 (A)	<b>INTER-TERMINAL SWITCH</b> The charge for an Inter-Terminal Switch will be \$340 per car.			
370	<b>OPEN TO RECIPROCAL SWITCH CHARGE</b>			
(A)	TO	FROM	CHARGE	NOTES
	TNER	BNSF	\$345 PER CAR	SHERMAN INDUSTRIES OPEN TO RECIPROCAL SWITCH WITH BNSF Note (1) & (2)
	TNER	BNSF	\$400 PER CAR	DENISON INDUSTRIES OPEN TO RECIPROCAL SWITCH WITH BNSF
380	<b>INTERMEDIATE SWITCHING - NOT APPLICABLE ON TNER</b>			
	AT	FOR	CHARGE	NOTES
Note (1) – Switching charges billed to the rail carrier ordering the shipment to/from interchange. Note (2) – ConAgra is rated to receive 286,000GW railcars.				

<b>SECTION 2 – ACCESSORIAL CHARGES</b>	
<b>ITEM</b>	<b>APPLICATION</b>
<p>400</p> <p>(A)</p>	<p><b>SPECIAL TRAIN MOVEMENTS</b></p> <p>Except as otherwise provided in this tariff, when special movements of cars or other equipment (including locomotives) are requested by patron, will be assessed in addition to other lawfully published rates. (See below conditions for details.)</p> <p><b>CHARGES:</b></p> <p>1. At All Stations <b>within</b> Normal Service Hours                      If service is as set forth in Item 200, Paragraph 1, a charge of \$300 per hour or fraction thereof will be assessed, subject to a minimum charge of \$1,800, if performed within 8 continuous hours or fraction thereof. Should performance of service exceed 8 continuous the rate will be \$395 per hour for all hours in excess of 8 continuous hours.</p> <p>1A. When special freight train service on TNER has been arranged by the operating department upon request of shippers or Consignees, or as deemed necessary by the railroad, the rate will be \$1,800 WITH TNER POWER. The charge for the special service will be in addition to the regular freight charges which are provided for in freight tariffs or private contracts or quotes governing the movement of freight handled in regular freight trains.</p> <p>1B. If special freight train service is subsequently cancelled by shipper or consignee within 24 hours of original requested time there will be a \$1,000 cancellation fee.</p> <p>2. At All Stations <b>not within</b> Normal Service Hours                      If service is performed as set forth in Item 200, Paragraph 2, a charge of \$325 will be assessed, subject to a minimum charge of \$1,800, if performed within 8 hours. Should performance of service exceed 8 continuous the rate will be \$500 per hour for all hours in excess of 8 continuous hours.</p> <p><b>SPECIAL TRAIN MOVEMENTS</b></p> <p><b>CONDITIONS:</b></p> <p>Except as otherwise provided in this tariff, when special movements of cars or other equipment (including locomotives) are requested by patron, will be assessed in addition to other lawfully published rates. (See below conditions for details.)</p> <p>1. A minimum of 5 days, excluding Saturday, Sunday and Holidays, advance notification must be given to TNER by the party requesting service under the provisions of this Item.</p> <p>2. All requests for Special Movements must be received in writing (mail, fax or email) by TNER before service is performed.</p> <p>3. This item excludes movements that require specialized equipment, clearances for excessive dimensions, excessive weight, high center of gravity, or other conditions not permitting normal train operations. The Sales &amp; Marketing Manager will need to be contacted to provide the freight rate.</p> <p>Time will be computed from the time engine and crew is dispatched from their on-duty location until the special movement has been performed and the engine and crew have returned to the point of dispatch.</p>

<b>SECTION 2 – ACCESSORIAL CHARGES</b>	
<b>ITEM</b>	<b>APPLICATION</b>
405	<b>ASSEMBLING UNIT TRAINS - NOT APPLICABLE ON TNER</b>
410 (A)	<p><b>TURNING OF CARS TO PERMIT UNLOADING</b></p> <p>1. In instances where it is desired that freight in carloads be placed on industrial or team tracks for loading or unloading from one particular side or end of the car, cars must be properly placarded on both sides, and notation made on the Bill of Lading and waybill substantially as follows:  <b>NOTICE TO CARRIER</b>                      “Deliver car for loading or unloading from the door or end specified by placard.”</p> <p>2. When freight in carloads is properly placarded on both sides of the car to load or unload from one particular side or end of the car, and customer directs TNER to turn the car so that loading or unloading can be done from the other side or end of the car, a charge of \$500 per car shall apply, in addition to all other lawful charges.</p> <p>If the car must be sent to another railroad to accomplish turning, the charges of the other railroad will be in addition to the charges contained in this item.</p>
415 (A)	<p><b>CLOSING DOORS</b></p> <p>When it is necessary for TNER to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$200 will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured.</p>
417	<b>WEIGHING - NOT APPLICABLE ON TNER</b>
420 (A)	<p><b>OVERLOAD CHARGES</b></p> <p>1) For cars in excess of 263,000 lbs. moving over any portion of TNER, movement must be pre-approved by Roadmaster located in Richardson, Texas.</p> <p>2) Cars found to be overloaded while on the tracks of TNER, or cars interchanged from TNER to another carrier which are returned to TNER because such cars are overloaded, will either be:</p> <ul style="list-style-type: none"> <li>a) returned to the shipper for adjustment, or</li> <li>b) placed at a location suitable for adjusting the load.</li> </ul> <p>Determination of the above will be at the discretion of the TNER.</p> <p>Cars covered by this item will be subject to TNER demurrage rules and charges, no free time or credits will be allowed. Demurrage will begin upon notification to customer of overloaded condition, or placement of the car at the location for adjustment of the car, whichever occurs last.</p> <p>Cars covered by this item will be subject to a charge of \$1,000 per car, plus any applicable freight, switching and demurrage charges.</p> <p>3) Cars found to be overloaded at a loading point served by TNER will not be moved until the load has been adjusted. Demurrage will continue until the car is released and accepted by TNER. No additional free time will be allowed.</p> <p>4) Cars found to be overloaded and delivered to an unloading point served by TNER will be returned to the shipper or moved to another location for adjustment of the load. Such car will be subject to a charge of \$1,000 per car. No additional demurrage free time will be granted.</p>

<b>SECTION 2 – ACCESSORIAL CHARGES</b>	
<b>ITEM</b>	<b>APPLICATION</b>
<p>430  (A)</p>	<p><b>DIVERSION OR RECONSIGNMENT</b></p> <p>Diversion or reconsignment means any one or more of the following when a car is located on or under control of the TNER:</p> <ol style="list-style-type: none"> <li>1. Change in the name of consignee</li> <li>2. Change in the name of consignor</li> <li>3. Change in the destination</li> <li>4. Change in route</li> <li>5. Any other instruction given by consignee, consignor, or owner affecting delivery and requiring and addition to or a change in billing, and additional movement of the car, or both.</li> </ol> <p>Except as otherwise provided herein, the term “destination” as used in these rules means the billed destination.</p> <p>Diversion or Reconsignment orders will not be accepted by TNER for cars that are not under its control</p> <p><b>CHARGES:</b></p> <p>When an order is placed with TNER by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this item, the following charges will apply:</p> <ol style="list-style-type: none"> <li>1. The charge for Diversion or Reconsignment will be \$200 per car.</li> <li>2. Facilitation of Diversions or Reconsignments is not guaranteed. If the request is not accomplished, no charge will be assessed for the request.</li> </ol> <p>Cars stopped, diverted of reconsigned under terms of this item are subject to demurrage provisions of this tariff.</p>
<p>440  (A)</p>	<p><b>“SHIPMENT TO ORDER”, “ORDER NOTIFY” OR “STRAIGHT BILL OF LADING” REQUIRING SURRENDER OF BILL OF LADING OR WRITTEN ORDER</b></p> <ol style="list-style-type: none"> <li>1. When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under the provisions of Rule 7 of the UFC.</li> <li>2. If a Bill of Lading is tendered after 7:00 am of the day following loading, a charge of \$175 per car will apply.</li> <li>3. Order Bills of Lading – <b>NOT APPLICABLE ON TNER.</b></li> <li>4. Cars held awaiting instructions under terms of this item will be subject to demurrage provisions of this tariff. Demurrage charges will accrue against the party issuing instructions.</li> </ol>
<p>450</p>	<p>Cars Received in Error by TNER loaded or empty, cars received by TNER from connections that are not consigned to TNER or its customers or subsequently not accepted by consignee will be treated as mishandled cars received in error.</p> <p>The carrier interchanging a mishandled car to TNER will be assessed a charge of \$300 per car.</p>

<b>SECTION 2 – ACCESSORIAL CHARGES</b>	
<b>ITEM</b>	<b>APPLICATION</b>
455	<b>FAILURE TO DELIVER LOAD TO TNER - NOT APPLICABLE ON TNER</b>
460 (A)	<p><b>EMPTY CARS ORDERED AND NOT USED</b></p> <p>If TNER receives an order for empty cars, and such order is canceled by the ordering party after such empty car is dispatched in a TNER train to a shipper, a charge of \$200 per car will be assessed to the ordering party.</p>
470 (A)	<p><b>LEASE OF RAILROAD TRACKS FOR STORAGE OF NON-HAZARDOUS MATERIAL FREIGHT RAILCARS</b></p> <p>Tracks of TNER may be leased to shippers, receivers or private car owners, subject to availability, pursuant to terms and conditions of special agreements. In absence of such agreements, the charge is \$11 per YEAR per lineal track foot, subject to a minimum charge of \$500. Contact the appropriate Manager of Marketing &amp; Sales regarding the creation of a track lease.</p> <p>Request for lease of tracks for storage must be received in writing by TNER, stating the amount of track or number of car spots requested and the estimated duration of the storage.</p> <p>Cars placed in storage must be privately owned or free of car hire. Cars held on storage tracks will not be subject to demurrage.</p> <p>Switching of cars to and from storage will apply, as provided in this tariff.</p>
475 (A)	<p><b>HANDLING NON-HAZARDOUS MATERIAL EMPTY FREIGHT CARS FOR STORAGE</b></p> <p>This item applies on all types of rail cars destined for storage on TNER, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars.</p> <p>The charge for inbound movement and for outbound movement of empty cars is \$175 per empty rail car. TNER will not be responsible for the payment of any per diem or mileage charges, TNER will not absorb any switch charges.</p> <p>TNER’s maximum liability for loss and damage is \$100 per railcar. (NO LIABILITY WILL BE ASSUMED FOR PAINTING, DEFACING OR VANDALISM)</p>
480 (A)	<p><b>MOVEMENT OF LOCOMOTIVES</b></p> <p>Privately owned, leased or foreign line locomotives will be moved over the TNER subject to a minimum charge of \$950 for movement on own wheels, but not on own power. TNER will not absorb any switching charges applicable to shipments of locomotives.</p> <p>All Privately owned, leased or foreign line locomotives are subject to a joint inspection at interchange by both TNER mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection with be rejected at interchange</p> <p><b>TNER’s maximum liability for loss and damage is \$100 per locomotive.</b></p>

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

AAR	Association of American Railroads
BNSF	Burlington Northern Santa Fe
BOE	Bureau of Explosives
NSO	National Service Order
OPSL	Official List of Open and Prepay Stations, Station List Publishing Company, Agent
RER	The Official Railway Equipment Register, R.E.R. Publishing Company, Agent
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TNER	Texas Northeastern Railroad
TX	Texas
UFC	Uniform Freight Classification, Uniform Freight Classification Committee, Agent
UP	Union Pacific Railroad
A	Increase
C	Changes resulting in neither an increase nor a decrease
R	Decrease